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FS Agreement No. 11-IA-11051345-004
DOD Agreement No. N47609-110314-N30-MAA

INTERAGENCY AGREEMENT
Between The
United States Department of Defense
COMMANDER, NAVY REGION SOUTHWEST
NAVAL AIR WEAPONS STATION CHINA LAKE
FIRE AND EMERGENCY SERVICES
And The
United States Department of Agriculture
Forest Service
SEQUOIA NATIONAL FOREST

This INTERAGENCY AGREEMENT is hereby made and entered into by and between the Commander, Navy Region Southwest, Naval Air Weapons Station China Lake, Fire & Emergency Services at Naval Air Weapons Station China Lake, hereinafter referred to as NRSW F&ES and the USDA, Forest Service Sequoia National Forest, hereinafter referred to as the "U.S. Forest Service," under the authority and provisions of: The Economy Act of June 30, 1932 (31 USC 1535, P.L. 97-258 and 98-216), and Reciprocal Fire Protection Act of May 27, 1955 (42 U.S.C. 1856a).

Background:

Wildland fire management, suppression and safety are of national importance and are an ongoing concern of the American public. Considerable cooperation and coordination already exists among the Department of Agriculture (USDA), and the Department of Defense (DoD) for discharging these responsibilities.

I. PURPOSE

The purpose of this Agreement is to document the cooperation between the Parties in the prevention, detection and suppression of wildland fires, and fuels treatments and prescribed burning within the protection areas of Parties signatory to this Agreement.

The U.S. Forest Service has the responsibility for prevention, protection and suppression of wildland fires on National Forest administered lands, and on adjacent or intermingled State and private forested lands as identified through written agreement.

The NRSW F&ES has the responsibility for prevention, protection and suppression of structure, wildland and other non-wildland fires within the established base. These lands are intermingled or adjacent to lands protected by the U.S. Forest Service.



It is mutually advantageous, and in the public interest, for the Parties to coordinate their efforts in the prevention, detection, and suppression of wildfires in and adjacent to their areas of responsibility.

This Agreement describes the conditions in which "mutual aid" periods are established to provide resources to each other on a non-reimbursable basis. This Agreement also describes the conditions of "Assistance by Hire" on a reimbursable basis.

II. DEFINITIONS

See **Exhibit A** for complete list of definitions

PROTECTING PARTY: The PARTY responsible for providing direct wildland fire protection to a given area pursuant to this agreement

SUPPORTING PARTY: The Party directly contributing suppression, rescue, support or service resources to the Party possessing direct fire protection responsibility for the area upon which an incident is located

III. THE NRSW F&ES SHALL:

- A. Perform in accordance with the terms of this Agreement and Annual Operating Plan
- B. IPAC BILLING INFORMATION (DOD). Any payment to the U.S. Forest Service must be through an Interagency Payment and Collection System (IPAC) billing. The Forest Service will provide a detailed list of charges incurred upon request.

The U.S. Forest Service will prepare the IPAC billing. It must contain the following DOD payment information for processing:

| BILLING DATA | DOD |
|-----------------------------------------------|-----------|
| Obligation Document Number | |
| Agency Location Code (ALC) | 97200011 |
| Treasury Account Symbol (TAS) | 17 |
| Account/Cost Structure | |
| Budget Object Code (BOC) | 2510 |
| Document Agreement Number | |
| Data Universal Numbering System number (DUNS) | DODN00242 |
| Business Event Type Code (BETC) | DISB |

**IV. THE U.S. FOREST SERVICE SHALL:**

- A. Perform in accordance with the terms of this Agreement and Annual Operating Plan
- B. **IPAC BILLING INFORMATION (FS):** Any payment to the Commander, Navy Region Southwest must be through the Interagency Payment and Collection System (IPAC) billing. A detailed list of expenditures must be made available upon request. To facilitate processing the IPAC payment by the Forest Service, the MO Number and Line Number should be placed in the Purchase Order Number block on the IPAC bill in the following format: MOXXXXXXXXX#YYY (where X is the MO number and Y is the Line Number).

The IPAC billing document which Commander, Navy Region Southwest prepare(s) must contain the following information:

| BILLING DATA | U.S. FOREST SERVICE |
|--------------------------------------------------|---------------------------|
| Obligation Document Number (MO# and Line Number) | Provided prior to billing |
| Agency Location Code (ALC) | 12-40-1100 |
| Treasury Account Symbol (TAS) | |
| Job Code/Override | |
| Budget Object Code (BOC) | 2510 |
| Document Agreement Number | 11-IA-11051345-004 |
| Data Universal Numbering System (DUNS) | 92-9332484 |
| Business Event Type Code (BETC) | DISB |

V. IT IS MUTUALLY AGREED AND UNDERSTOOD BY AND BETWEEN THE PARTIES THAT:

1. **ANNUAL OPERATING PLANS** (Exhibit B) The Parties will meet annually, prior to the initiation of fire season, to review and update, if necessary, the Annual Operating Plan (AOP). This AOP will include protection area maps for all Parties, lists of principal personnel, dispatching procedures, and any other items identified in this Agreement as necessary for efficient implementation. This AOP shall become attached to and made a part of this Agreement.
2. **MUTUAL AID PERIOD** As deemed appropriate, the Parties may establish reciprocal initial attack areas for lands of intermingled or adjoining protection responsibilities. Within such areas the SUPPORTING Party will, upon request or voluntarily, take initial attack action in support of the PROTECTING Party. The



PROTECTING Party will not be required to reimburse the SUPPORTING Party for initial attack actions taking place in these areas within the first (**NOT APPLICABLE**) hours following initial dispatch of suppression resources. All assistance beyond this mutual aid period will be Assistance by Hire and will be billed retroactively for the full period from the time of initial dispatch. Reciprocal initial attack will follow the guidelines specified in the attached AOP.

3. **REQUESTED ASSISTANCE** Outside initial attack areas, when requested by the PROTECTING Party, the SUPPORTING Party will, within their capability, provide initial action or other support on wildland fires. Such requested assistance is reimbursable.
4. **ASSISTANCE BY HIRE** Assistance by Hire is the provision of fire suppression resources, by one to another, on a reimbursement basis. All requests to hire fire protection assistance must be clear and precise and shall be processed and recorded through the dispatching systems of the Parties. Requests not processed in this manner will not be reimbursed. Personnel, equipment, supplies or services provided by the SUPPORTING Party and essential to filling the resource order, which are necessary and reasonable, shall be considered as reimbursable as Assistance by Hire. The NRSW F&ES may provide out-of-state assistance to the U.S. Forest Service when requested. Such assistance will be Assistance-by-Hire unless otherwise specified as mutual aid in the AOP pursuant to this agreement.

Except for Mutual Aid, all requests for fire suppression assistance in either Party's DPA shall be Assistance by Hire. Any other resources provided by the SUPPORTING Party, and not specifically ordered by the PROTECTING Party, shall be considered a voluntary contribution and not reimbursed under the terms of this agreement.

5. **INDEPENDENT ACTION** Except as otherwise described in the AOP, any Party on its own initiative and without reimbursement may go upon lands protected by the other Party to suppress wildfires, if the fire is a threat to property within that Party's protection responsibility. In such instances, the Party taking action will promptly notify the PROTECTING Party.

If either Party takes action on a fire independently, the SUPPORTING Party will furnish the PROTECTING Party a preliminary report (oral) within 24 hours of the action taken and a written incident report within 10 days.

6. **CLOSEST FORCES** The Parties agree to aggressively pursue initial attack plans that utilize "Closest Forces" wherever appropriate, and to identify preplanned initial attack areas within their respective jurisdictions. This philosophy dictates that the closest available resources, regardless of ownership, shall be utilized initially. The emphasis to get the closest resources to respond to initial attack fires is in the best interest of all Parties.



7. **NOTIFICATIONS** Each Party will promptly notify the PROTECTING Party of fires burning on or threatening lands for which that Party has protection responsibility. When taking action, the SUPPORTING Party will, as soon as possible, notify the PROTECTING Party in accordance with the AOP; detailing what equipment and personnel have been dispatched to the incident location.
8. **BOUNDARY LINE FIRES** Boundary line fires will be the initial attack responsibility of the PROTECTING Parties on either side of the boundary. Neither Party will assume the other is aware of the fire, or is taking action. The officer-in-charge who arrives first at the fire will act as Incident Commander. When both Parties have arrived, it will be mutually agreed to the designation of the Incident Commander or the initiation of a Unified Command Structure.
9. **COST SHARING** On multi-jurisdictional incidents and incidents which threaten or burn across direct protection boundaries, the Parties will jointly develop and execute a written cost share Agreement which describes a fair distribution of financial responsibilities. Billing timeframes are dictated by the cost share agreement.
10. **COMMUNICATION SYSTEMS** The Parties agree to share the use of communication systems, radios and radio frequencies for the execution of this Agreement. Sharing of frequencies must be approved only by authorized personnel for each Party and documented in the AOP.
11. **REPLACEMENT OF FIRE SUPPLIES** Replacement of Party-owned supplies that are lost, damaged, or expended may be re-supplied at the incident prior to demobilization and according to established procedures. Items not available at the incident will be documented and an "S" number will be issued to authorize replacement after the resource leaves the incident.
12. **PRESERVATION OF EVIDENCE** The Parties will attempt to protect the point of origin of the fire and evidence pertaining to the fire cause.
13. **TRAINING** The Parties will cooperate to insure that jointly provided training will produce safe and effective fire and aviation programs. The intent is to provide high quality training that will minimize training costs by sharing of resources, standardization of courses, improve firefighting efficiency and safety. Training also includes participation of fire team members at annual Incident Management Team meetings so members can maintain competency for their specific positions. Each Party will bear the cost of training for their respective employees unless specifically addressed in the AOP.
14. **FIRE TRAINING CENTERS** The Parties agree to reimburse (or bill) for fire training rendered at training center(s). Billing and reimbursement procedures for this training will use the process identified at the respective fire training facility.



Reimbursement and billing arrangements for the rent of either Party's training facilities is also considered part of this Agreement and billings will also be processed as identified by each training facility.

15. **FIRE RESTRICTIONS AND CLOSURES** Parties will coordinate restrictions and closures.
16. **NATIONAL EMERGENCIES** The Parties to this Agreement may respond upon request to National declared emergencies providing there are no statutory prohibitions against such use.
17. **FUNDING LIMITATION** Nothing herein shall be considered as obligating either Party to expend, or as involving either in any contract or other obligation for the future payment of, money in excess of funding approved and made available for payment under this Agreement and any modification thereto.
18. **NATIONAL INTERAGENCY INCIDENT MANAGEMENT SYSTEM** The Parties to this Agreement will operate under the concepts defined in the National Interagency Incident Management System (NIMS) including: Incident Command System (ICS), qualifications system, certification system, training system, the management of publications, and participate in the review, exchange, and transfer of technology as appropriate for providing qualified resources, and for the management of incidents covered by this Agreement.
19. **FIREFIGHTER & OVERHEAD QUALIFICATIONS** U.S. Forest Service agrees to send qualified personnel who meet all the position requirements specified in FSH 5109.17 (meets or exceeds PMS 310-1) to any NRSW F&ES incident. The NRSW F&ES agrees to send qualified personnel who meet the training and qualification standards specified in National Wildfire Coordinating Group's (NWCG) PMS 310-1 to any U.S. Forest Service incident, IMT assignment or overhead request.
20. **PERSONAL PROTECTIVE EQUIPMENT** The Parties agree to provide their respective responding personnel with approved personal protective equipment (PPE) suitable for the assignment. In the case of U.S. Forest Service resources, NFPA standards apply in wildland fire situations.
21. **LAW ENFORCEMENT** Law enforcement efforts shall be coordinated to the maximum extent possible, at all levels by all Parties. The Parties shall render mutual assistance in law enforcement activities and the gathering of evidence, and in actual court prosecutions to the fullest extent practicable.
22. **EQUIPMENT** The Party that owns the equipment is responsible for the operation, service, and repair of such equipment. The PROTECTING Party shall pay or reimburse for damages in excess of normal wear and tear, and shall replace



or reimburse items lost or destroyed, except for damages occurring as a result of negligence by the SUPPORTING Party.

23. **WAIVER OF CLAIMS AGAINST THE PARTIES** The Federal agencies hereby waive all claims between and against each other for compensation for loss, damage, and personal injury, including death, to each other's property, employees, agents, and contractors occurring in the performance of this agreement.
24. **ACCIDENT INVESTIGATIONS** Whenever an accident occurs involving the equipment or personnel of a SUPPORTING Party, the PROTECTING Party shall take immediate steps to notify the SUPPORTING Party that an accident has occurred. As soon as practical, the PROTECTING Party shall initiate an investigation of the accident. A team made up of appropriate representatives from all affected agencies shall conduct the investigation. Costs for investigation personnel are Party-specific and will be borne by the sending Party. Other accident or incident investigation costs are the fiscal responsibility of the (IES) that has jurisdiction and/or investigative responsibility. The sharing of information between Parties on accident investigations and their findings and probable causes is a valuable tool for safety and must be encouraged.
25. **PREVIOUS AGREEMENTS CANCELED** This Agreement supersedes and cancels any prior Cooperative Fire Protection or Interagency Agreement for fire protection between the Parties.
26. **TERMINATION** This interagency agreement may be terminated upon 30 calendar days written notice by either party. If this agreement is cancelled, any implementing contract/order may also be cancelled. If the interagency agreement is terminated, the agencies shall agree to the terms of the termination, including costs attributable to each party and the disposition of awarded and pending actions. If the Servicing Agency incurs costs due to the Requesting Agency's failure to give the requisite notice of its intent to terminate the interagency agreement, the Requesting Agency shall pay any actual costs incurred by the Servicing Agency as a result of the delay in notification, provided such costs are directly attributable to the failure to give notice.
27. **MODIFICATIONS** Modifications within the scope of the instrument must be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modifications should be made, in writing, at least 60 days prior to implementation of the requested change. The U.S. Forest Service is not obligated to fund any changes not properly approved in advance.
28. **COMMENCEMENT/EXPIRATION DATE** This instrument is executed as of the date of last signature and is effective for five years from that date, at which time it will expire unless extended.



29. **ALTERNATE DISPUTE RESOLUTION** The parties to this agreement shall settle any disputes that may arise under this agreement by following direction in the Treasury Financial Manual, Volume 1, Bulletin 2007-03, Section VII ("Resolving Intragovernmental Disputes and Major Differences").
30. **PRINCIPAL CONTACTS**. Individuals listed below are authorized to act in their respective areas for matters related to this instrument.

Principal DOD Contacts:

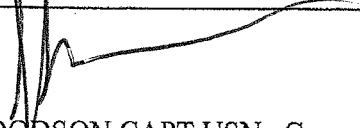


| DOD Program Contact | DOD Administrative Contact |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------|
| J.A Wood, Regional Fire Chief 937 N. Harbor Drive, Box 74 San Diego CA 92138-1226 Telephone: 619-532-1874 FAX: 619-532-1678 Email: jaimie.wood@navy.mil | Bruce Cargal NAWS China Lake Code 3000IN China Lake CA 93555-6100 Telephone: 760-939-4830 FAX: 760-939-4613 Email: bruce.cargal@navy.mil |

Principal U.S. Forest Service Contacts:


| U.S. Forest Service Program Contact | U.S. Forest Service Administrative Contact |
|------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------|
| Steve Phillips 2750 Yowlumne Suite B Porterville CA 93257 Telephone: 559-782-3120 FAX: 559-781-3320 Email: sjphillips@fs.fed.us | Teresa Porter 1600 Tollhouse Road Clovis, CA 93611 Telephone: 559-297-0706 x 4843 FAX: 559-294-4833 Email: tporter@fs.fed.us |



31. **AUTHORIZED REPRESENTATIVES.** By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this instrument. In witness whereof, the Parties hereto have executed this instrument as of the last date written below.

| | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|
|  J.A. DODSON CAPT USN, Commanding Officer Naval Air Weapons Station China Lake | 5/20/11 Date |
|  J.A. WOOD, Fire Chief/Program Manager Fire & Emergency Services Navy Region Southwest | 8 APR 11 Date |
|  DEBRA L. WHITMAN, Acting Forest Supervisor U.S. Forest Service, Sequoia National Forest | 6/22/11 Date |

The authority and format of this instrument has been reviewed and approved for signature.

| | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
|  LYNNE SHOLTY U.S. Forest Service Grants & Agreements Specialist | 4/1/11 Date |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.



COOPERATIVE FIRE PROTECTION AGREEMENT
EXHIBIT A
DEFINITIONS

ADMINISTRATIVE RATE: That pre-established percentage charge that will be applied by the billing PARTY.

AIRCRAFT: Any firefighting fixed or rotary-winged aircraft owned or contracted exclusively to the DOD or Forest Service.

ASSISTANCE BY HIRE: Fire suppression resources and associated support resources needed to fill the incident order that are to be paid for by the PROTECTING Party. Terms of the agreement establish the reimbursement rates.

AVAILABLE: Following the Incident Command System protocols, the status of a fire fighting resource that indicates its availability for assignment on an incident.

BACKFILLING: The act of providing cover staffing at the station or administrative site that has been vacated by the resources provided to the incident

BOUNDARY FIRE: A fire burning on or directly adjacent to the Direct Protection Boundary between the DOD and the Forest Service.

CLOSEST FORCES CONCEPT: The philosophy of committing the closest available appropriate resources, regardless of ownership, as described in the Annual Operating Plan, to a wildfire for initial attack or for critical need.

COOPERATIVE FIRE PROTECTION: Specific fire protection services furnished by one party to the other on a reimbursable basis pursuant to the Annual Operation Plan.

COST SHARE AGREEMENT: An interagency agreement describing the conditions and/or percentage of DOD and Forest Service financial responsibility for costs incurred as a result of jointly approved operations pursuant to the terms of this agreement.

DETECTION: The act or system of discovering and locating a fire.

DIRECT PROTECTION AREA (DPA): That area which, by law or pursuant to the terms of this agreement, is provided wildland fire protection by the DOD or by the Forest Service. DPAs may include a mixture of DOD and Forest Service responsibility areas.

DIRECT PROTECTION AREA MAPS: Official maps which identify areas of direct wildland fire protection for each Party.

FIRE HELICOPTER: A rotary wing aircraft provided by the DOD or the Forest Service for planned availability and initial attack fire response.



FIRE PREVENTION: Activities directed at reducing the number of fires that start, including public education, law enforcement, dissemination of information, and the reduction of hazards through engineering methods.

FIREScope (Firefighting Resources of California for Potential Emergencies): A cooperative effort involving all agencies with fire fighting responsibilities in California. Organized to create and implement new applications in fire service management, technology and coordination, with an emphasis on incident command and multi-agency coordination.

HANDCREW: A wildland fire suppression crew consisting of approximately 15 to 20 persons.

HELITACK: A fire fighting module consisting of a "fire helicopter", helitender, and fire fighting crew. The number of personnel in the crew may vary.

HOSTING UNIT: The organization or area responsible for the incident or the area where the incident occurs.

INCIDENT: An occurrence or event, either human-caused or natural phenomenon that requires action by emergency service personnel to prevent or minimize loss of life or damage to property and/or natural resources.

INITIAL ATTACK: Resources initially committed to an incident.

JURISDICTIONAL PARTY: The party which has overall land and resource management and/or protection responsibility as provided by law.

LINE OFFICER/AGENCY REPRESENTATIVE: A Supporting Party employee with full authority to make decisions on all matters affecting that Party's participation at the incident.

MOVE-UP AND COVER: Identifies a relocation of fire suppression resources from their established location to a temporary location to provide fire protection coverage for an initial attack response area.

MUTUAL AID: Automatic initial attack response by suppression resources (excluding aircraft and pilot[s]) as specified in the Operating Plan for specific pre-planned initial attack response areas and provided at no cost to the PROTECTING Party for the first specified hours from the time of initial report. Mutual Aid is limited to those Initial Attack resources or move-up and cover assignments that have been determined to be appropriate in the annual Operating Plans. Aircraft (fixed and rotary-winged, including pilot[s]) shall always be Assistance by Hire, EXCEPT when the response is under a unified command and the fire threatens both local and federal jurisdictions. Fiscal



responsibility for all aircraft will be determined by the ordering process, utilization and cost share agreements.

PRESCRIBED FIRE: The planned use of fire on wildlands to accomplish specific objectives including reducing fire hazard, providing flood protection, enhancing wildlife and fisheries, or improving water yields and/or air quality.

PROTECTING PARTY: The PARTY responsible for providing direct wildland fire protection to a given area pursuant to this agreement.

REIMBURSABLE WORK: Reinforcements exceeding reciprocal fire protection services furnished by either Party, at the request of the other, or fire protection furnished as a chargeable cooperative fire protection service

REPAIR OF SUPPRESSION ACTIVITY DAMAGE: Those activities undertaken by fire suppression forces during or immediately after the control of a wildfire to insure the prevention of erosion or to repair other damages resulting from fire suppression activities.

SUPPORTING PARTY: The Party directly contributing suppression, rescue, support or service resources to the Party possessing direct fire protection responsibility for the area upon which an incident is located.

SUPPRESSION: All the work of confining and extinguishing a fire beginning with its discovery.

UNIFIED COMMAND: The organizational structure implemented on multi-jurisdictional incidents. The Parties' Incident Commanders will jointly determine incident objectives.

WILDFIRE: An unwanted fire burning uncontrolled on wildland.

WILDLAND: Lands covered wholly or in part by timber, brush, grass, grain, or other flammable vegetation.